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ATTORNEYS FOR ENTREGA SYSTEMS  
GROUP, INC.

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	Chapter 11
GENERAL MOTORS CORPORATION, <i>et al.</i> ,	Case No. 09-50026
	(Jointly Administered)
Debtors.	----- x

**LIMITED OBJECTION BY ENTREGA SYSTEMS GROUP, INC. TO NOTICE OF (I)  
DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY  
CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED  
LEASES OF NONRESIDENTIAL REAL PROPERTY AND  
(II) CURE AMOUNTS RELATED THERETO**

Entrega Systems Group, Inc. ("ESGI") objects to Debtors' proposed cure amount related to its assumption and assignment of ESGI's contracts, and in support of its objection, ESGI states:

**Background**

1. On June 1, 2009 ("Petition Date"), Debtors commenced these voluntary cases under chapter 11 of title 11 of the United States Code.
2. On June 2, 2009, this Court entered an order ("Bidding Procedure Order") [Docket # 274] approving Debtors' bidding procedure, which includes a procedure regarding Debtors' assumption and assignment of executory contracts.
3. Under the Bidding Procedures Order, on or about June 19, 2009, Debtors delivered Debtors' Notice of (I) Debtors' Intent to Assume and Assign Certain Executory

Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (“Assignment Notice”). The Assignment Notice indicates that Debtors intend to assume and assign Debtors’ agreements with ESGI (“ESGI Agreements”). On Debtors’ website (“Contract Website”) provided with the Assignment Notice, Debtors fail to propose an overall cure amount<sup>1</sup> (“Proposed Cure Amount”) for the ESGI Agreements.

### **Objection to Cure Amount**

4. Under the ESGI Agreements, ESGI provided Debtors certain website design and development services. ESGI does not object to the proposed assumption and assignment of its executory contracts with Debtors. As of the Petition Date, however, Debtors owed ESGI \$246,190 under the ESGI Agreements.

5. In addition to the cure amounts listed above, the Proposed Cure Amount must cover the time period through assumption and assignment of the contracts, including any unpaid postpetition obligations.

6. As such, ESGI objects to the Proposed Cure Amount.

### **Adequate Assurance**

7. ESGI further requests that Debtors provide it with proof of adequate assurance that Purchaser (as defined in the Assignment Notice) will perform Debtors’ obligations under the ESGI Agreements.

### **Relief Requested**

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<sup>1</sup> Debtors’ proposed cure amount is listed on a live, secure website, which Debtors appear to update regularly. The listed proposed cure amount is Debtors’ proposed cure amount as of the date of this filing.

ESGI, therefore, requests that Debtors (a) pay the actual cure amount listed above in connection with the assumption and assignment of the ESGI Agreements and (b) provide ESGI with adequate assurance of performance under the ESGI Agreements by Purchaser.

Respectfully Submitted:

BODMAN LLP

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June 24, 2009